

Assign/0 Comm  
C+C B/ mortgage  
email: Doclet manager



## COMMONWEALTH of VIRGINIA

POST OFFICE BOX 2452

*Secretary of the Commonwealth*

RICHMOND, VIRGINIA 23218-2452

### NOTICE OF SERVICE OF PROCESS

JP Morgan Chase Bank, N.A.  
1111 Polaris Parkway  
Columbus, OH 43240

2/9/2014

Eric M. Stiller

vs.

JP Morgan Chase Bank, N.A.

Complaint

Dear Sir/Madam:

You are being served with the enclosed notice under section 8.01-329 of the Code of Virginia which designates the Secretary of the Commonwealth as statutory agent for Service of Process.

If you have any questions about the matter, PLEASE contact the CLERK of the enclosed/below mentioned court or any attorney of your choice. Our office does not accept payments on behalf of debts. The Secretary of the Commonwealth's ONLY responsibility is to mail the enclosed papers to you.

#### COURT:

Prince William County Circuit Court  
9311 Lee Avenue  
Manassas, VA 20110

*BB*

**Legal Papers Served**  
(New York)

Service of Process Clerk  
Secretary of the Commonwealth's  
Office

FEB 20 2014

Inter-office Mail       Certified Mail  
 Federal Express       Hand Delivery  
 Fax  U.S. Mail       Email  UPS

Reviewed by: OH - 0152

K. Miller      2/20/14  
Date:

M. Thompson  
Date: \_\_\_\_\_

LEGAL DEPARTMENT - KK  
Columbus, Ohio  
RECEIVED

FEB 18 2014

UPS/FedEx Certified  USPS  
Interoffice Fax Served   
E-Mail Unknown

**AFFIDAVIT FOR SERVICE OF PROCESS ON THE  
SECRETARY OF THE COMMONWEALTH**  
Commonwealth of Virginia

Case No. CL14-272

Prince William County

Circuit Court

Eric M. Stiller

JP Morgan Chase Bank, N.A.

7214 E Jackson Drive

1111 Polaris Parkway

New Orleans, LA 70117

Columbus, OH 43240

**TO THE PERSON PREPARING THIS AFFIDAVIT: You must comply with the appropriate requirements listed on the back of this form.**

Attachments:  Summons and Complaint  Notice  COMPLAINT

I, the undersigned Affiant, state under oath that

the above-named defendant  whose last known address is  same as above

1.  is a non-resident of the Commonwealth of Virginia or a foreign corporation and Virginia Code § 8.01-328.1(A) applies (see NON-RESIDENCE GROUNDS REQUIREMENT on reverse).

2.  is a person whom the party seeking service, after exercising due diligence, has been unable to locate (see DUE DILIGENCE REQUIREMENT ON BACK)

1 - 9 - 2014 is the hearing date and time on the attached process or notice. **LEGAL DEPARTMENT - KK**  
Columbus, Ohio  
**RECEIVED**

State of Maryland

City  County of Anne Arundel

U.S. Post Office  Certified  USPS  
1-9-14  Fax  Served  
Lauren B. Cross  E-mail  Unknown  
PRINT NAME OF SIGNATORY

Acknowledged, subscribed and sworn to before me this day by Lauren B. Cross

1/9/14

CLERK  MAGISTRATE  NOTARY PUBLIC

Notary Registration No. 3/29/16 My commission expires: 3/29/16

Notary Public, Anne Arundel County, MD  
My Commission Expires 3/29/16

**NOTICE TO THE RECIPIENT** from the Office of the Secretary of the Commonwealth of Virginia:

You are being served with this notice and attached pleadings under Section 8.01-329 of the Code of Virginia which designates the Secretary of the Commonwealth as statutory agent for Service of Process. The Secretary of the Commonwealth's ONLY responsibility is to mail, by certified mail, return receipt requested, the enclosed papers to you. If you have any questions concerning these documents, you may wish to seek advice from a lawyer.

**SERVICE OF PROCESS IS EFFECTIVE ON THE DATE THAT THE CERTIFICATE OF COMPLIANCE IS FILED WITH THE ABOVE-NAMED COURT.**

**CERTIFICATE OF COMPLIANCE**

I, the undersigned, Clerk in the Office of the Secretary of the Commonwealth, hereby certify the following:

1. On FEB 04 2014, legal service in the above-styled case was made upon the Secretary of the Commonwealth, as statutory agent for persons to be served in accordance with Section 8.01-329 of the Code of Virginia, as amended.

2. On FEB 12 2014, papers described in the Affidavit were forwarded by certified mail, return receipt requested, to the party designated to be served with process in the Affidavit.

13  
SERVICE OF PROCESS CLERK, DESIGNATED  
BY THE AUTHORITY OF THE SECRETARY OF THE COMMONWEALTH

**SERVE**

**COMMONWEALTH OF VIRGINIA**



**PRINCE WILLIAM CIRCUIT COURT**

Civil Division  
9311 LEE AVENUE  
MANASSAS VA 20110  
(703) 792-6029

**Summons**

To: JP MORGAN CHASE BANK NA  
SECRETARY OF THE COMMONWEALTH  
PO BOX 2454  
RICHMOND VA 23218

Case No. 153CL14000272-00

The party upon whom this summons and the attached complaint are served is hereby notified that unless within 21 days after such service, response is made by filing in the clerk's office of this court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter an order, judgment, or decree against such party either by default or after hearing evidence.

Appearance in person is not required by this summons.

Done in the name of the Commonwealth of Virginia on, Tuesday, January 14, 2014

Clerk of Court: MICHELE B MCQUIGG

by Shane Oldham

(CLERK/DEPUTY CLERK)

Instructions: SERVICE OF THE COMPLAINT THROUGH THE SECRETARY OF THE COMMONWEALTH

Hearing Official:

LEGAL DEPARTMENT - KK  
Columbus, Ohio  
RECEIVED

FEB 18 2014

Attorney's name: GRIFFIN, JOHN R; ESQ  
116 DEFENSE HWY  
STE 300  
21401

UPS/FedEx Certified  UPS  
Interoffice FAX   
E-Mail



**Civil Action Type Codes**  
**(Clerk's Office Use Only)**

Accounting .....	ACCT	Ejectment .....	EJET
Adoption .....	ADOP	Encumber/Sell Real Estate .....	RE
Adoption - Foreign .....	FORA	Enforce Vendor's Lien .....	VEND
Adult Protection .....	PROT	Escheatment .....	ESC
Aid and Guidance .....	AID	Establish Boundaries .....	ESTB
Annexation .....	ANEX	Expungement .....	XPUN
Annulment .....	ANUL	Forfeiture of U.S. Currency .....	FORF
Annulment - Counterclaim/Responsive Pleading .....	ACRP	Freedom of Information .....	FOI
Appeal/Judicial Review .....		Garnishment .....	GARN
ABC Board .....	ABC	Injunction .....	INJ
Board of Zoning .....	ZONE	Intentional Tort .....	ITOR
Compensation Board .....	ACOM	Interdiction .....	INTD
DMV License Suspension .....	JR	Interpleader .....	INTP
Employment Commission .....	EMP	Interrogatory .....	INTR
Employment Grievance Decision .....	GRV	Judgment Lien - Bill to Enforce .....	LIEN
Local Government .....	GOVT	Landlord/Tenant .....	LT
Marine Resources .....	MAR	Law Enforcement/Public Official Petition .....	LEP
School Board .....	JR	Mechanics Lien .....	MECH
Voter Registration .....	AVOT	Medical Malpractice .....	MED
Other Administrative Appeal .....	AAPL+	- Motor Vehicle-Tort .....	MV
Appointment .....		Name Change .....	NC
Conservator of Peace .....	COP	Other General Tort Liability .....	GTOR
Church Trustee .....	AOCT	Partition .....	PART
Guardian/Conservator .....	APPT	Petition - (Miscellaneous) .....	PET
Marriage Celebrant .....	ROMC	Product Liability .....	PROD
Standby Guardian/Conservator .....	STND	Quiet Title .....	QT
Asbestos Litigation .....	AL	Referendum Elections .....	ELEC
Attachment .....	ATT	Reinstatement (Other than divorce or driving privileges) .....	REIN
Bond Forfeiture Appeal .....	BFA	Removal of Case to Federal Court .....	REM
Child Abuse and Neglect - Unfounded Complaint .....	CAN	Restore Firearms Rights - Felony .....	RFRF
Civil Contempt .....	CCON	Restore Firearms Rights - Review .....	RFRR
Claim Impleading Third Party Defendant .....		Separate Maintenance .....	SEP
Monetary Damages/No Monetary Damages .....	CTP	Separate Maintenance - Counterclaim/Responsive Pleading .....	SCRP
Complaint - (Miscellaneous) .....	COM	Sever Order .....	SEVR
Compromise Settlement .....	COMP	Taxes .....	
Condemnation .....	COND	Correct Erroneous State/Local .....	CTAX
Confessed Judgment .....	CJ	Delinquent .....	DTAX
Contract Action .....	CNTR	Termination of Mineral Rights .....	MIN
Contract Specific Performance .....	PERF	Trust - Impress/Declare .....	TRST
Counterclaim - Monetary Damages/No Monetary Damages .....	CC	Trust - Reformation .....	REFT
Cross Claim .....	CROS	Unlawful Detainer .....	UD
Declaratory Judgment .....	DECL	Vehicle Confiscation .....	VEH
Declare Death .....	DDTH	Voting Rights - Restoration .....	VOTE
Detinue .....	DET	Will Construction .....	CNST
Divorce .....		Will Contested .....	WILL
Complaint - Contested/Uncontested .....	DIV	Writs .....	
Counterclaim/Responsive Pleading .....	DCRP	Certiorari .....	WC
Reinstatement - Custody/Visitation/Support/ Equitable Distribution .....	CVS	Habeas Corpus .....	WHC
Driving Privileges .....		Mandamus .....	WM
Reinstatement pursuant to § 46.2-427 .....	DRIV	Prohibition .....	WP
Restoration - Habitual Offender or 3 <sup>rd</sup> Offense .....	REST	Quo Warranto .....	WQW
		Wrongful Death .....	WD

IN THE CIRCUIT COURT OF PRINCE WILLIAM COUNTY: VIRGINIA

Eric M. Stiller )  
Plaintiff )  
v. )  
JP Morgan Chase Bank, N.A. )  
Serve: Secretary of the Commonwealth )  
Defendant )

) Case No. CL14-272  
LEGAT DEPARTMENT - KK  
Columbus, Ohio

RECEIVED

FEB 18 2014

UPS/FedEx Certified  USPS  
Interoffice Fax Served  
E-Mail Unknown

**COMPLAINT**

Eric M. Stiller, Plaintiff, by undersigned counsel, his attorneys, hereby sues the Defendant and for his causes of action states:

**FACTS COMMON TO ALL COUNTS**

1. Eric Stiller ("Mr. Stiller") is an officer in the United States Army and is presently residing in New Orleans, Louisiana.
2. Mr. Stiller and Christina Moore ("Ms. Moore") acquired a piece of real property together located at 16648 Space More Circle, Woodbridge, Virginia 22191 and more particularly describe as: Lot 50, Section 6, Port Potomac (the "Property"), by deed dated March 31, 2008 and recorded April 1, 2008 as document number 200804010030169.
3. By deed dated January 14, 2009 and recorded January 21, 2009 as document number 200901210004924, Mr. Stiller and Ms. Moore conveyed the Property to themselves as joint tenants with the right of survivorship.
4. The Property is a single family residence.
5. The Property is subject to a deed of trust dated March 31, 2008 and recorded April 1, 2008 as document number 200804010030170 in the original principal amount of

\$571,039.00 for the benefit of Mortgage Electronic Registration Systems, Inc. (the "Deed of Trust").

6. Upon information and belief, the current holder of the note secured by the Deed of Trust is JP Morgan Chase Bank, N.A. ("Chase")

7. Plaintiff does not occupy the Property and has not done so for several years.

8. Ms. Moore is the sole owner of the Property and Mr. Stiller no longer holds any title to the Property.

9. On or about September 1, 2011, Chase and Ms. Moore entered into a loan modification agreement (the "Agreement"). A copy of that Agreement is attached hereto as Exhibit A.

10. Mr. Stiller was never informed of the loan modification, did not approve it, and did not sign the Agreement.

11. The Agreement materially altered the terms of the note and deed of trust by, among other things, extending the term of the note and recapitalizing interest.

**COUNT I**  
**(Declaratory Judgment)**

12. Mr. Stiller incorporates the allegations of paragraphs 1 through 11 of the Complaint herein this Count I.

13. Chase's modification of the loan without Mr. Stiller's authorization resulted in a new loan, with a new rate, new balance, and new term.

14. Mr. Stiller neither executed nor consented to the modification agreement.

15. Ms. Moore has defaulted on her new loan with Chase, and Chase has reported the new loan to credit bureaus as Mr. Stiller's obligation, effectively preventing Mr. Stiller from buying a new home.

16. Mr. Stiller has disputed the entry on his credit report but has been denied relief from Chase.

17. A controversy exists between the parties involving Mr. Stiller's alleged obligation under the modification agreement, as well as the note and deed of trust it modified.

WHEREFORE, Mr. Stiller requests that this Honorable Court enter an Order declaring the rights and interests of the parties to the Property and declaring that Mr. Stiller is no longer obligated under the note as a result of the modification agreement and directing Chase to delete all entries for this obligation from his credit history.

---

Eric M. Stiller  
By-Counsel:

Date: January 7, 2014

John R. Griffin, VSB# 71035  
Hartman and Egeli, LLP  
116 Defense Highway, Suite 300  
Annapolis, Maryland 21401  
(410) 266-3232  
(410) 266-5561 fax  
john.griffin@hartmanegeli.com

## JPMC Separation Page

### Loan Info:

Customer ID: **JPMC-PRIME** Recordable? **N**  
Loan Number: **1749428631**  
LOB: **CHASE** MERS? **Y**  
Borrower Name: **CHRISTINA J MOORE**  
Property Address: **16648 SPACE MORE CIR**  
**WOODBRIDGE VIRGINIA 22191**

---

To:

Borrower Name: **CHRISTINA J MOORE**  
Mailing Address: **16648 SPACE MORE CIR**  
**WOODBRIDGE VIRGINIA 22191**

---

**From: CHASE**

**Countersignature Date: 10-19-2011**

**Borrower Sig Date: 09-22-2011**

**Package Type: BAU\_MOD\_FINAL\_COUNTERSIGN**

**Number of Envelopes: 0      \*\*\* Needs Countersignature \*\*\***



**USPS**

Ship Date: **OCTOBER 19, 2011**



Loan Number 1749428631

## LOAN MODIFICATION AGREEMENT

MIN: 100312500002120798

Borrower ("I")<sup>1</sup>: CHRISTINA J MOORE and ERIC M STILLER

Lender ("Lender"): JPMORGAN CHASE BANK, N.A.

Date of First Lien Security Instrument (the "Mortgage") and Note (the "Note"): MARCH 31, 2008

Loan Number: 1749428631 (the "Loan")

Property Address: 16848 SPACE MORE CIR, WOODBRIDGE, VIRGINIA 22191 (the "Property")

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns, MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2028, Flint, MI 48501-2028, (888) 679-MERS.

If my representations in Section 1 continue to be true in all material respects, then the provisions of Section 2 of this Loan Modification Agreement ("Agreement") will, as set forth in Section 2, amend and supplement (i) the Mortgage on the Property, and (ii) the Note secured by the Mortgage. The Mortgage and Note together, as may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement have the meaning given to them in the Loan Documents.

I have provided confirmation of my financial hardship and documents to permit verification of all of my income to determine whether I qualify for the offer described in this Agreement. This Agreement will not take effect unless and until the Lender signs it.

1. My Representations. I represent to the Lender and agree:

- A. I am experiencing a financial hardship, and as a result, am either in default under the Loan Documents or a default is imminent.
- B. The Property is neither in a state of disrepair, nor condemned.
- C. There has been no change in the ownership of the Property since I signed the Loan Documents.
- D. I am not a party to any litigation involving the Loan Documents, except to the extent I may be a defendant in a foreclosure action.
- E. I have provided documentation for all income that I earn.
- F. All documents and information I provide pursuant to this Agreement are true and correct.

2. The Modification. The Loan Documents are hereby modified as of SEPTEMBER 01, 2011 (the "Modification Effective Date"), and all unpaid late charges are waived. The Lender agrees to suspend any foreclosure activities so long as I comply with the terms of the Loan Documents, as modified by this Agreement. The Loan Documents will be modified, and the first modified payment will be due on the date set forth in this Section 2:

<sup>1</sup> If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

Loan Number 1749428631

**We are a debt collector.**

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation.

Loan Number 1749428531

A. The Maturity Date will be: AUGUST 01, 2041.

B. The modified principal balance of my Note will include all amounts and arrearages that will be past due (excluding unpaid late charges) and may include amounts towards taxes, insurance, or other assessments. The new principal balance of my Note is \$561,526.48 (the "New Principal Balance").

C. The Interest Bearing Principal Balance will re-amortize over 360 months.

Interest will begin to accrue as of AUGUST 01, 2011. The first New monthly payment on the New Principal Balance will be due on SEPTEMBER 01, 2011, and monthly on the same date thereafter.

My payment schedule for the modified Loan is as follows:

I promise to pay interest on the New Principal Balance at the rate of 4.500% annually. I promise to make consecutive monthly payments of principal and interest in the amount of \$2,845.17, which is an amount sufficient to amortize the New Principal Balance over a period of 360 months.

The above terms in this Section 2.C shall supersede any provisions to the contrary in the Loan Documents, including but not limited to provisions for an adjustable or step interest rate.

D. I agree to pay in full (i) the New Principal Balance, and (ii) any other amounts still owed under the Loan Documents, by the earliest of the date I sell or transfer an interest in the Property, subject to Section 3.E below, the date I pay the entire New Principal Balance, or the Maturity Date.

E. I will be in default if I do not (i) pay the full amount of a monthly payment on the date it is due, or (ii) comply with the terms of the Loan Documents, as modified by this Agreement. If a default rate of interest is permitted under the current Loan Documents, then in the event of default, the interest that will be due on the New Principal Balance will be the rate set forth in Section 2.C.

3. Additional Agreements. I agree to the following:

A. That this Agreement shall supersede the terms of any modification, forbearance, or workout plan, if any, that I previously entered into with the Lender.

B. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of the Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, impounds, and all other payments, the amount of which may change periodically over the term of my Loan. This Agreement does not waive future escrow requirements. If the Loan includes collection for tax and insurance premiums, this collection will continue for the life of the Loan.

C. That the Loan Documents are composed of valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.

Loan Number 1749428631

- D. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.
- E. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, the Lender shall not exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. If the Lender exercises this option, the Lender shall give me notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- F. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. In any event, this Agreement may not be assigned to, or assumed by, a buyer of the Property.
- G. If any document is lost, misplaced, misstated, or inaccurately reflects the true and correct terms and conditions of the Loan Documents as amended by this Agreement, within ten (10) days after my receipt of the Lender's request, I will execute, acknowledge, initial, and deliver to the Lender any documentation the Lender deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). If I fail to do so, I will be liable for any and all loss or damage which the Lender reasonably sustains as a result of my failure.
- H. All payment amounts specified in this Agreement assume that payments will be made as scheduled.
- I. If the Borrower(s) received a discharge in a Chapter 7 bankruptcy subsequent to the execution of the Loan Documents, the Lender agrees that such Borrower(s) will not have personal liability on the debt pursuant to this Agreement.
- J. That in agreeing to the changes to the original Loan Documents as reflected in this Agreement, the Lender has relied upon the truth and accuracy of all of the representations made by the Borrower(s), both in this Agreement and in any documentation provided by or on behalf of the Borrower(s) in connection with this Agreement. If the Lender subsequently determines that such representations or documentation were not truthful or accurate, the Lender may, at its option, rescind this Agreement and reinstate the original terms of the Loan Documents as if this Agreement never occurred.
- K. That MERS holds only legal title to the interests granted by the Borrower in the mortgage, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests.

Loan Number 1749428831

including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage Loan.

L. I acknowledge and agree that if the Lender executing this Agreement is not the current holder or owner of the Note and Mortgage, that such party is the authorized servicing agent for such holder or owner, or its successor in interest, and has full power and authority to bind itself and such holder and owner to the terms of this modification.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

Loan Number 1749428631

**TO BE SIGNED BY BORROWER ONLY**

BORROWER SIGNATURE PAGE TO MODIFICATION AGREEMENT BETWEEN JPMORGAN CHASE BANK, N.A. AND CHRISTINA J MOORE AND ERIC M STILLER, LOAN NUMBER 1749428631 WITH A MODIFICATION EFFECTIVE DATE OF September 01, 2011

In Witness Whereof, the Borrower(s) have executed this agreement.

  
\_\_\_\_\_  
Borrower - CHRISTINA J MOORE

Date: 22 Sep 2011

\_\_\_\_\_  
Borrower - ERIC M STILLER

Date:       



Loan Number 1749428831

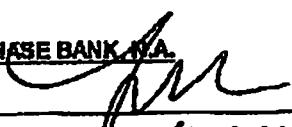
**TO BE SIGNED BY LENDER ONLY**

**LENDER SIGNATURE PAGE TO MODIFICATION AGREEMENT BETWEEN JPMORGAN CHASE BANK,  
N.A. And CHRISTINA J MOORE and ERIC M STILLER, LOAN NUMBER 1749428631 WITH A  
MODIFICATION EFFECTIVE DATE OF September 01, 2011**

In Witness Whereof, the Lender has executed this Agreement.

Lender

JPMORGAN CHASE BANK, N.A.

By: 

Date: 10/9/11

Leslie Murphy  
Vice President

Mortgage Electronic Registration Systems, Inc.

By: 

Date: 10/9/11

Michael C. Derner  
Assistant Secretary



**Civil Action Type Codes**  
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Compromise Settlement .....	COMP	Taxes .....																																																																			
Condemnation .....	COND	Correct Erroneous State/Local .....	CTAX	Confessed Judgment .....	CJ	Delinquent .....	DTAX	Contract Action .....	CNTR	Termination of Mineral Rights .....	MIN	Contract Specific Performance .....	PERF	Trust - Impress/Declare .....	TRST	Counterclaim - Monetary Damages/No Monetary Damages .....	CC	Trust - Reformation .....	REFT	Cross Claim .....	CROS	Unlawful Detainer .....	UD	Declaratory Judgment .....	DECL	Vehicle Confiscation .....	VEH	Declare Death .....	DDTH	Voting Rights - Restoration .....	VOTE	Detinue .....	DET	Will Construction .....	CNST	Divorce .....		Will Contested .....	WILL	Complaint - Contested/Uncontested .....	DIV	Writs .....		Counterclaim/Responsive Pleading .....	DCRP	Certiorari .....	WC	Reinstatement - Custody/Visitation/Support/ Equitable Distribution .....	CVS	Habeas Corpus .....	WHC	Driving Privileges .....		Mandamus .....	WM	Reinstatement pursuant to § 46.2-427 .....	DRIV	Prohibition .....	WP	Restoration - Habitual Offender or 3 <sup>rd</sup> Offense .....	REST	Quo Warranto .....	WQW					Wrongful Death .....	WD
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IN THE CIRCUIT COURT OF PRINCE WILLIAM COUNTY: VIRGINIA

Eric M. Stiller )  
Plaintiff )  
v. ) Case No. CL14-272  
JP Morgan Chase Bank, N.A. )  
Serve: Secretary of the Commonwealth )  
Defendant )

**COMPLAINT**

Eric M. Stiller, Plaintiff, by undersigned counsel, his attorneys, hereby sues the Defendant and for his causes of action states:

**FACTS COMMON TO ALL COUNTS**

1. Eric Stiller ("Mr. Stiller") is an officer in the United States Army and is presently residing in New Orleans, Louisiana.
2. Mr. Stiller and Christina Moore ("Ms. Moore") acquired a piece of real property together located at 16648 Space More Circle, Woodbridge, Virginia 22191 and more particularly describe as: Lot 50, Section 6, Port Potomac (the "Property"), by deed dated March 31, 2008 and recorded April 1, 2008 as document number 200804010030169.
3. By deed dated January 14, 2009 and recorded January 21, 2009 as document number 200901210004924, Mr. Stiller and Ms. Moore conveyed the Property to themselves as joint tenants with the right of survivorship.
4. The Property is a single family residence.
5. The Property is subject to a deed of trust dated March 31, 2008 and recorded April 1, 2008 as document number 200804010030170 in the original principal amount of

\$571,039.00 for the benefit of Mortgage Electronic Registration Systems, Inc. (the "Deed of Trust").

6. Upon information and belief, the current holder of the note secured by the Deed of Trust is JP Morgan Chase Bank, N.A. ("Chase")

7. Plaintiff does not occupy the Property and has not done so for several years.

8. Ms. Moore is the sole owner of the Property and Mr. Stiller no longer holds any title to the Property.

9. On or about September 1, 2011, Chase and Ms. Moore entered into a loan modification agreement (the "Agreement"). A copy of that Agreement is attached hereto as Exhibit A.

10. Mr. Stiller was never informed of the loan modification, did not approve it, and did not sign the Agreement.

11. The Agreement materially altered the terms of the note and deed of trust by, among other things, extending the term of the note and recapitalizing interest.

**COUNT I**  
**(Declaratory Judgment)**

12. Mr. Stiller incorporates the allegations of paragraphs 1 through 11 of the Complaint herein this Count I.

13. Chase's modification of the loan without Mr. Stiller's authorization resulted in a new loan, with a new rate, new balance, and new term.

14. Mr. Stiller neither executed nor consented to the modification agreement.

15. Ms. Moore has defaulted on her new loan with Chase, and Chase has reported the new loan to credit bureaus as Mr. Stiller's obligation, effectively preventing Mr. Stiller from buying a new home.

16. Mr. Stiller has disputed the entry on his credit report but has been denied relief from Chase.

17. A controversy exists between the parties involving Mr. Stiller's alleged obligation under the modification agreement, as well as the note and deed of trust it modified.

WHEREFORE, Mr. Stiller requests that this Honorable Court enter an Order declaring the rights and interests of the parties to the Property and declaring that Mr. Stiller is no longer obligated under the note as a result of the modification agreement and directing Chase to delete all entries for this obligation from his credit history.

---

Eric M. Stiller  
By Counsel:

Date: January 7, 2014

John R. Griffin, VSB# 71035  
Hartman and Egeli, LLP  
116 Defense Highway, Suite 300  
Annapolis, Maryland 21401  
(410) 266-3232  
(410) 266-5561 fax  
john.griffin@hartmanegeli.com

## JPMC Separation Page

### Loan Info:

Customer ID: **JPMC-PRIME** Recordable? N  
Loan Number: **1749428631**  
LOB: **CHASE** MERS? Y  
Borrower Name: **CHRISTINA J MOORE**  
Property Address: **16648 SPACE MORE CIR**  
**WOODBRIDGE** **VIRGINIA** **22191**

### To:

Borrower Name: **CHRISTINA J MOORE**  
Mailing Address: **16648 SPACE MORE CIR**  
**WOODBRIDGE** **VIRGINIA**  
**22191**

**From: CHASE**

**Countersignature Date: 10-19-2011**

**Borrower Sig Date: 09-22-2011**

**Package Type: BAU\_MOD\_FINAL\_COUNTERSIGN**

**Number of Envelopes: 0      \*\*\* Needs Countersignature \*\*\***



**USPS**

Ship Date: **OCTOBER 19, 2011**



Loan Number 1749428631

## LOAN MODIFICATION AGREEMENT

MIN: 100312500002120798

Borrower ("I")<sup>1</sup>: CHRISTINA J MOORE and ERIC M STILLER

Lender ("Lender"): JPMORGAN CHASE BANK, N.A.

Date of First Lien Security Instrument (the "Mortgage") and Note (the "Note"): MARCH 31, 2008

Loan Number: 1749428631 (the "Loan")

Property Address: 16648 SPACE MORE CIR, WOODBRIDGE, VIRGINIA 22191 (the "Property")

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2028, Flint, MI 48501-2028, (888) 679-MERS.

If my representations in Section 1 continue to be true in all material respects, then the provisions of Section 2 of this Loan Modification Agreement ("Agreement") will, as set forth in Section 2, amend and supplement (i) the Mortgage on the Property, and (ii) the Note secured by the Mortgage. The Mortgage and Note together, as may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement have the meaning given to them in the Loan Documents.

I have provided confirmation of my financial hardship and documents to permit verification of all of my income to determine whether I qualify for the offer described in this Agreement. This Agreement will not take effect unless and until the Lender signs it.

1. **My Representations.** I represent to the Lender and agree:

- A. I am experiencing a financial hardship, and as a result, am either in default under the Loan Documents or a default is imminent.
- B. The Property is neither in a state of disrepair, nor condemned.
- C. There has been no change in the ownership of the Property since I signed the Loan Documents.
- D. I am not a party to any litigation involving the Loan Documents, except to the extent I may be a defendant in a foreclosure action.
- E. I have provided documentation for all income that I earn.
- F. All documents and information I provide pursuant to this Agreement are true and correct.

2. **The Modification.** The Loan Documents are hereby modified as of SEPTEMBER 01, 2011 (the "Modification Effective Date"), and all unpaid late charges are waived. The Lender agrees to suspend any foreclosure activities so long as I comply with the terms of the Loan Documents, as modified by this Agreement. The Loan Documents will be modified, and the first modified payment will be due on the date set forth in this Section 2:

<sup>1</sup> If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

Loan Number 1749428631

**We are a debt collector.**

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation.

Loan Number 1749428831

A. The Maturity Date will be: AUGUST 01, 2041.

B. The modified principal balance of my Note will include all amounts and arreages that will be past due (excluding unpaid late charges) and may include amounts towards taxes, insurance, or other assessments. The new principal balance of my Note is \$561,526.48 (the "New Principal Balance").

C. The Interest Bearing Principal Balance will re-amortize over 360 months.

Interest will begin to accrue as of AUGUST 01, 2011. The first New monthly payment on the New Principal Balance will be due on SEPTEMBER 01, 2011, and monthly on the same date thereafter.

My payment schedule for the modified Loan is as follows:

I promise to pay interest on the New Principal Balance at the rate of 4.500% annually. I promise to make consecutive monthly payments of principal and interest in the amount of \$2,845.17, which is an amount sufficient to amortize the New Principal Balance over a period of 360 months.

The above terms in this Section 2.C shall supersede any provisions to the contrary in the Loan Documents, including but not limited to provisions for an adjustable or step interest rate.

D. I agree to pay in full (i) the New Principal Balance, and (ii) any other amounts still owed under the Loan Documents, by the earliest of the date I sell or transfer an interest in the Property, subject to Section 3.E below, the date I pay the entire New Principal Balance, or the Maturity Date.

E. I will be in default if I do not (i) pay the full amount of a monthly payment on the date it is due, or (ii) comply with the terms of the Loan Documents, as modified by this Agreement. If a default rate of interest is permitted under the current Loan Documents, then in the event of default, the interest that will be due on the New Principal Balance will be the rate set forth in Section 2.C.

3. Additional Agreements. I agree to the following:

A. That this Agreement shall supersede the terms of any modification, forbearance, or workout plan, if any, that I previously entered into with the Lender.

B. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of the Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, impounds, and all other payments, the amount of which may change periodically over the term of my Loan. This Agreement does not waive future escrow requirements. If the Loan includes collection for tax and insurance premiums, this collection will continue for the life of the Loan.

C. That the Loan Documents are composed of valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.

Loan Number 1749428631

- D. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.
- E. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, the Lender shall not exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. If the Lender exercises this option, the Lender shall give me notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- F. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. In any event, this Agreement may not be assigned to, or assumed by, a buyer of the Property.
- G. If any document is lost, misplaced, missated, or inaccurately reflects the true and correct terms and conditions of the Loan Documents as amended by this Agreement, within ten (10) days after my receipt of the Lender's request, I will execute, acknowledge, initial, and deliver to the Lender any documentation the Lender deems necessary to replace or correct the lost, misplaced, missated or inaccurate document(s). If I fail to do so, I will be liable for any and all loss or damage which the Lender reasonably sustains as a result of my failure.
- H. All payment amounts specified in this Agreement assume that payments will be made as scheduled.
- I. If the Borrower(s) received a discharge in a Chapter 7 bankruptcy subsequent to the execution of the Loan Documents, the Lender agrees that such Borrower(s) will not have personal liability on the debt pursuant to this Agreement.
- J. That in agreeing to the changes to the original Loan Documents as reflected in this Agreement, the Lender has relied upon the truth and accuracy of all of the representations made by the Borrower(s), both in this Agreement and in any documentation provided by or on behalf of the Borrower(s) in connection with this Agreement. If the Lender subsequently determines that such representations or documentation were not truthful or accurate, the Lender may, at its option, rescind this Agreement and reinstate the original terms of the Loan Documents as if this Agreement never occurred.
- K. That MERS holds only legal title to the interests granted by the Borrower in the mortgage, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests.

Loan Number 1749426831

including, but not limited to, the right to foreclose and sell the Property; and to take any action required of lender including, but not limited to, releasing and canceling the mortgage Loan.

L. I acknowledge and agree that if the Lender executing this Agreement is not the current holder or owner of the Note and Mortgage, that such party is the authorized servicing agent for such holder or owner, or its successor in interest, and has full power and authority to bind itself and such holder and owner to the terms of this modification.

**THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

**(SIGNATURES CONTINUE ON FOLLOWING PAGES)**

Loan Number 1749428831

**TO BE SIGNED BY BORROWER ONLY**

**BORROWER SIGNATURE PAGE TO MODIFICATION AGREEMENT BETWEEN JPMORGAN CHASE BANK, N.A. And CHRISTINA J MOORE and ERIC M STILLER, LOAN NUMBER 1749428831 WITH A MODIFICATION EFFECTIVE DATE OF September 01, 2011**

In Witness Whereof, the Borrower(s) have executed this agreement.

  
\_\_\_\_\_  
Borrower - CHRISTINA J MOORE

Date: 22 Sep 2011

\_\_\_\_\_  
Borrower - ERIC M STILLER

Date:                   



Loan Number 1749428831

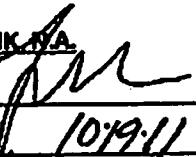
**TO BE SIGNED BY LENDER ONLY**

LENDER SIGNATURE PAGE TO MODIFICATION AGREEMENT BETWEEN JPMORGAN CHASE BANK, N.A. AND CHRISTINA J MOORE AND ERIC M STILLER, LOAN NUMBER 1749428831 WITH A MODIFICATION EFFECTIVE DATE OF September 01, 2011

In Witness Whereof, the Lender has executed this Agreement.

Lender

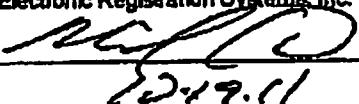
JPMORGAN CHASE BANK, N.A.

By: 

Date: 10/19/11

Leslie Murphy  
Vice President

Mortgage Electronic Registration Systems, Inc.

By: 

Date: 10/19/11

Michael C. Derner  
Assistant Secretary

**TIMELY SERVICE REQUIREMENT:**

Service of process in actions brought on a warrant or motion for judgment pursuant to Virginia Code § 16.1-79 or § 16.1-81 shall be void and of no effect when such service of process is received by the Secretary within ten days of any return day set by the warrant. In such cases, the Secretary shall return the process or notice, the copy of the affidavit, and the prescribed fee to the plaintiff or his agent. A copy of the notice of the rejection shall be sent to the clerk of the court in which the action was filed.

**NON-RESIDENCE GROUNDS REQUIREMENT:**

If box number 1 is checked, insert the appropriate subsection number:

A court may exercise personal jurisdiction over a person, who acts directly or by an agent, as to a cause of action arising from the person's:

1. Transacting any business in this Commonwealth;
2. Contracting to supply services or things in this Commonwealth;
3. Causing tortious injury by an act or omission in this Commonwealth;
4. Causing tortious injury in this Commonwealth by an act or omission outside this Commonwealth if he regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in this Commonwealth;
5. Causing injury in this Commonwealth to any person by breach of warranty expressly or impliedly made in the sale of goods outside this Commonwealth when he might reasonably have expected such person to use, consume, or be affected by the goods in this Commonwealth, provided that he also regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in this Commonwealth;
6. Having an interest in, using, or possessing real property in this Commonwealth;
7. Contracting to insure any person, property, or risk located within the Commonwealth at the time of contracting; or
8. (ii). Having been ordered to pay spousal support or child support pursuant to an order entered by any court of competent jurisdiction in this Commonwealth having in personam jurisdiction over such person.
9. Having incurred a liability for taxes, fines, penalties, interest, or other charges to any political subdivision of the Commonwealth.

**DUE DILIGENCE REQUIREMENT:**

If box number 2 is checked, the following provision applies:

When the person to be served is a resident, the signature of an attorney, party or agent of the person seeking service on such affidavit shall constitute a certificate by him that process has been delivered to the sheriff or to a disinterested person as permitted by § 8.01-293 for execution and, if the sheriff or disinterested person was unable to execute such service, that the person seeking service has made a bona fide attempt to determine the actual place of abode or location of the person to be served.



PLACE STICKER ALONG THE LINE OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

**CERTIFIED MAIL**



7012 2920 0000 3752 8105

**First**



JP Morgan Chase Bank, N.A.  
1111 Polaris Parkway  
Columbus, OH 43240